BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of Deputy General Manager-3, BSWML, 1st Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560 052.

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No. DGM-3/BSWML/TEND/PPP/03/ Adde 01/2024-25 Date:

ADDENDUM-1

Sub: "Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment for the work of Collection, Primary Transportation, Secondary Transportation of C&D waste to Existing Processing Plant for a Concessionaire period of 15 years" in Package - 1 (750 TPD), Package - 2 (500 TPD), & Package - 3 (500 TPD).

Ref: Tender Notification No: DGM-3/BSWML/TEND/PPP/03/2024-25 Date: 31.08.2024

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The Tender for the above-said work was invited on 31.08.2024 as per tender notification No. DGM-3/BSWML/TEND/PPP/03/2024-25. In the Bid Documents uploaded in KPP portal the clauses mentioned are to be read as under;

S.N	Particular	Clause no	Reference Document (RFP / DCA / PIM)	Page no.	Addendum
1.	General	19.1	DCA	86	The **Clause 19.1.(b)** & Clause **19.1.(c)** shall be deleted.
2.	General	19.2	DCA	86	In the **Clause 19.2.(c)** an additional sub-clause is inserted as **19.2.(c).iv** which shall be read as *"In case Duration Punctuality is not maintained then the concessionaire shall be penalized as per S. No. 3 & 4 of Table (Penalty for non-adherence towards Collection & Transportation of C&D Waste) at end of this Article.* *If the Duration Punctuality falls below 70% on a monthly basis, then this incident shall be considered as Default on Concessionaire's part & strict action shall be taken by Authority."*
3.	General	19.2	DCA	86	In the **Clause 19.2.(e)** an additional sub-clause is inserted as **19.2.(e).i.(E)** which shall be read as *"In case availability of vehicles is not maintained then the concessionaire shall be penalized as per S. No. 2 of Table (Penalty for non-adherence towards Collection & Transportation of C&D Waste) at end of this Article.*

					If the percentage of availability of Collection & Transportation vehicles falls below 75% on monthly basis, then this incident shall be considered as major Default on concessionaire's part & strict action shall be taken by Authority."
4.	General	In RFP: 2.3.36 In DCA: 2.8.1	RFP & DCA	26(RFP) 25(DCA)	The **Clause 2.3.36 in RFP and Clause 2.8.1 in DCA** shall be read as "*For unclaimed debris in any ward, the concessionaire in the presence of BSWML's staff will take minimum Two (2) Geo-Tagged photographs of the C&D Waste Pile from different angles, which will mention its date, time and location before and after collecting the waste. Two (2) Geo-Tagged photographs each, before and after collecting the C&D Waste, shall be uploaded on the mobile application/ system and shall be submitted along with the monthly bill. Payment of unclaimed debris shall be made by BSWML as per the record. Concessionaire has to install On-board weighing mechanism/ RFID with vehicle tracking mechanism on all the vehicles deployed for the project. The online RFID/GPS mechanism shall record the specific weight at every spot of claimed and unclaimed C & D Waste collected by the concessionaire shall be recorded, and accordingly the payment shall be calculated through online record of weight management through RFID/ GPS mechanism. A periodic physical test checks shall be conducted by a designated team appointed by the authority to check the balance sheet of the weight recorded through online mechanism and resolve the disputes if arises at any point of time during the concessionaire period.* ***There will be no penalty imposed on the concessionaire due to non-availability of the BSWML staff for this purpose."***
5.	General	20.2 2.3.(a)(i)	DCA	94 200	The **20.2** & Clause **2.3.(a)(i)** shall be read as NOT APPLICABLE.
6.	General	18.2(a)	DCA	82	The **Clause 18.2.(a),** shall be read as "*Prior to the COD Date, the Concessionaire, the BBMP, BSWML and the Escrow Bank shall enter into the Escrow Agreement and the Concessionaire shall open the Escrow Account with the Escrow Bank in accordance with the Escrow Agreement, which shall be operational until the expiry of the Concession Period. The Escrow Agreement shall set out the terms of appointment of the Escrow Bank, and terms of withdrawal of amounts from the Escrow on monthly basis.*"

7.	General	18.7(b)	DCA	85	The **Clause 18.7.(b),** shall be read as NOT APPLICABLE.
8.	General		RFP & DCA		The provision of load cells in the scope of work in all vehicles is deleted. It is mandatory that the concessionaire must connect the entire tracking mechanism, GPS/RFID, CCTV, mobile app and all relevant scope of Vehicle tracking mechanism of the RFP to the ICCC of authority. The remaining scope shall remain same.
9.	General	1.5 3.1	DCA RFP	155 29	**Clause 1.5 in RFP** and **Clause 3.1 in DCA** under Foot Note:2 shall be replaced as "2. *the above rate of penalties will be increased by 5% on year-on-year basis, every year rounding off to the nearest rupee.*"
10.	General	1.4.2 2.1: Section A Under S.No.2	RFP	57 60	In **Clause 1.4.2 & 2.1 under Table Section-A: S.No 2&3 in RFP,** wherever the term **C&D waste** is there it shall be read as "**C&D waste and/or MSW**"
11.	General	1.1.13	DCA	152	The **Clause 1.1.13** shall be read as Deleted.
12.	General	5.2.2	RFP	52	The **Clause 5.2.2** shall be replaced & read as *"The substitute of key personnel with similar experience or more relevant experience shall be accepted during the course of the execution of contract due to exceptional reasons which would be beyond the control of the concessionaire and such Substitute shall always overlap until or unless due to sudden health reasons. Penalties indicated in original clause shall be dealt during the contract if the replacement is not acceptable to the authority."*
13.	General	2.1	RFP	60	In **Clause 2.1** of **RFP** under Section A: Sl.N.3 an additional statement is added as "*Authority will assess the genuineness of the issuance of certificate*"
14.	General	5.3	RFP	53	In **Clause 5.3** of **RFP** an additional statement is added as "*The indemnity of the contract shall be dealt as per section 124 of the Indian contract act,1872.*"
15.	General	1.4.2 2.1: Section A Under S.No.2	RFP	57 60	In **Clause 1.4.2 & 2.1 under Table Section-A: S.No 2 in RFP,** wherever the term **C&D waste** is there it shall be read as "**C&D waste and/or MSW**"
16.	General	4.4	RFP	35	In **Clause 4.4** of **RFP** an additional statement is added as "*Proprietorship firms are allowed to participate in bidding system*"

17.	General	9.3	DCA	54	In **Clause 9.3** of **DCA** an additional sub-clause is added as **9.3.5** which states that "*A total of 9% security deposit on total capital cost shall be provided by concessionaire. However, 5% of security deposit shall be released after COD & balance shall be held for O&M period.*"
18.	General	6.1.2.(e)	DCA	43	In **Clause 6.1.2.(e)** of **DCA** shall be NOT APPLICABLE

Further the date of submission of Tender documents in KPP portal is extended up to 14.10.2024 at 16:00 hours and date of opening of bids is on 15.10.2024 at 16:30 hours.

For Further details visit GOK KPP Portal Website www.kppp.karnataka.gov.in

26.09.24.

Deputy General Manager-3
BSWML